

HEARING DATE AND TIME: March 2, 2010 at 11:00 a.m. (Eastern Time)

OBJECTION DEADLINE: February 23, 2010 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
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Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**NOTICE OF DEBTORS' ELEVENTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated February 12, 2010 (the "**Motion**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), for an order, pursuant to section 365 of title 11, United States Code to reject certain executory contracts (collectively, the "**Executory Contracts**"), all as more fully set forth in the Motion, a hearing will be held before

the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **March 2, 2010 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 500 Renaissance Center, Suite 1400, Detroit, Michigan 48243 (Attn: Ted Stenger); (iii) General Motors, LLC, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman,

Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Amy Caton, Esq., Adam C. Rogoff, Esq., and Gregory G. Plotko, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); and (xiii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **February 23, 2010, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
February 12, 2010

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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Attorneys for Debtors
and Debtors in Possession

HEARING DATE AND TIME: March 2, 2010 at 11:00 a.m. (Eastern Time)

OBJECTION DEADLINE: February 23, 2010 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**DEBTORS' ELEVENTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) and its
affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively,
the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”). A list identifying and describing the affected Executory Contracts is annexed hereto as **Exhibit A**.¹ A proposed form of order (the “**Order**”) is annexed hereto as **Exhibit B**.

2. The Debtors request that the rejection of the Executory Contracts be effective as of March 2, 2010, the hearing date of this Motion, except with respect to the various mobile equipment leases (the “**Mobile Equipment Leases**”) listed on **Exhibit A**, which the Debtors’ request be effective as of February 28, 2010.² The Debtors also request that the deadline to file proofs of claim with respect to any claims for damages arising from the rejection of the Executory Contracts be **5:00 p.m. (Eastern Time)** of the date that is **thirty (30) days** after service of the order approving the relief requested herein.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ The Debtors acknowledge that certain contracts listed on **Exhibit A** may not be executory in nature, but out of the abundance of caution, the Debtors seek to reject such contracts pursuant to this Motion.

² The Debtors have provided advance written notice to all of the counterparties to the Mobile Equipment Leases of the February 28, 2010 rejection date.

Background

4. On June 1, 2009, the Debtors filed a motion (the “**Sale Motion**”) with the Court, requesting, *inter alia*, an order (the “**Sale Order**”), pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), and 365, authorizing and approving (i) the sale of substantially all of the Debtors’ assets pursuant to a proposed Master Sale and Purchase Agreement and related agreements (the “**MPA**”) among the Debtors and NGMCO, Inc. (n/k/a General Motors, LLC) (“**New GM**”), a purchaser sponsored by the United States Department of the Treasury (the “**U.S. Treasury**”), free and clear of liens, claims, encumbrances, and other interests, (ii) the assumption and assignment of certain executory contracts and unexpired leases of personal property and of nonresidential real property, and (iii) the approval of the UAW Retiree Settlement Agreement, subject to higher or better offers (the “**363 Transaction**”).

5. On July 5, 2009, the Court approved the 363 Transaction and entered the Sale Order, and on July 10, 2009, the 363 Transaction closed. Accordingly, the Debtors no longer operate as manufacturers of any GM branded motor vehicles, nor do they retain the rights to use GM trademarks in the wind-down of their business. All such manufacturing operations and trademark rights have been sold to New GM pursuant to the 363 Transaction.

The Executory Contracts

6. The Debtors are currently undergoing a comprehensive review of their executory contracts to determine which contracts to assume and which to reject. Because the Debtors have sold substantially all of their assets in the 363 Transaction and are now winding down their remaining operations, the Debtors no longer require certain executory contracts and will seek to reject those contracts that provide no meaningful value or benefit to the Debtors’ estates. The Debtors have reviewed the Executory Contracts that are the subject of this Motion

and have determined, in the exercise of their sound business judgment, that maintaining the Executory Contracts would be burdensome and provide no corresponding benefit or utility to the Debtors or their estates.

7. The Executory Contracts include: (1) various agreements relating to New United Motor Manufacturing, Inc. (“**NUMMI**”), a joint venture of MLC and Toyota Motor Corporation (“**Toyota**”) that is in the process of winding-down, (2) purchase and sale agreements with Centerpoint Properties Corporation, Centerpoint Realty Services Corporation, and Electro-Motive Diesel, Inc., which contain certain continuing environmental indemnity obligations, and (3) mobile equipment leases relating to machinery that is no longer being utilized by the Debtors. After reviewing the Executory Contracts, New GM elected not to take assignment of any of the Executory Contracts.

8. The Debtors’ primary business purpose at this stage in their chapter 11 cases is to liquidate the assets remaining following the close of the 363 Transaction in an efficient and cost-effective manner to maximize the value of the recovery for their creditors. The Executory Contracts are not necessary for the Debtors’ continuing business operations or the administration of the Debtors’ estates, and maintaining the Executory Contracts may impose unnecessary costs and burdens on the Debtors’ estates. The Debtors have also explored the possibility of marketing the Executory Contracts, but have determined that doing so would provide no meaningful benefit or value to the Debtors’ estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts.

**Rejection of the Executory Contracts is
Supported by the Debtors’ Sound Business Judgment**

9. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory

contract or unexpired lease of the debtor.” *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *see also In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’ ” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

10. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the “business judgment” standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the “business judgment” standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42–43 (2d Cir. 1979) (holding that the “business judgment” test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d*, 187 B.R. 111 (S.D.N.Y. 1995) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”).

11. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will

benefit the estate.’ ”) (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.”) (quoting *G Survivor*, 171 B.R. at 757)). Further, under the business judgment standard, “[a] debtor’s decision to reject an executory contract must be summary affirmed unless it is the product of ‘bad faith, or whim or caprice’ ” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

12. In addition, many courts in this district (including this Court) and elsewhere have authorized rejection retroactively to a date prior to entry of the order authorizing such rejection. *See, e.g., Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d 602 (2d Cir. 2007) (affirming this Court’s equitable authority to authorize the retroactive rejection of a nonresidential lease of real property where advance notice is provided); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp., et al.)*, No. 02 Civ. 6419 (NRB), 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (finding that retroactive rejection is valid when the balance of equities favor such treatment); *In re Jamesway Corp.*, 179 B.R. 33, 36 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions on the manner in which the court can approve rejection”); *In re Thinking Mach. Corp. v. Mellon Fin. Servs.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (approving retroactive orders of rejection where the balance of equities favors such relief).

13. As noted above, the Debtors have reviewed the Executory Contracts and have determined that in light of the sale of substantially all of the Debtors’ assets and subsequent wind-down, the Executory Contracts are not necessary or beneficial to the Debtors’ ongoing

business. Accordingly, the Debtors are exercising their sound business judgment in seeking rejection of the Executory Contracts.

14. Finally, with respect to the proposed rejection date for the Debtors' Mobile Equipment Leases, the Debtors notified the counterparties to such contracts well in advance that they intended to seek a rejection date of February 28, 2010. Therefore, the counterparties to the Mobile Equipment Leases are not prejudiced by a February 28, 2010.

Notice

15. Notice of this Motion has been provided to (1) counterparties to the Executory Contracts at their designated addresses and (2) parties in interest in accordance with the Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated August 3, 2009 [Docket No. 3629]. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
February 12, 2010

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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Attorneys for Debtors
and Debtors in Possession

Exhibit A

Executory Contracts

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
1	Centerpoint Properties Corporation	Centerpoint Realty Services Corporation Attn.: Legal Department 401 N. Michigan Avenue, Suite 300 Chicago, IL 60611	Purchase and Sale Agreement	10/2/1997	3/2/2010
2	Centerpoint Realty Services Corporation	Centerpoint Realty Services Corporation Attn.: Legal Department 401 N. Michigan Avenue, Suite 300 Chicago, IL 60611	Purchase and Sale Agreement	10/2/1997	3/2/2010
3	Electro-Motive Diesel, Inc.	Electro-Motive Diesel, Inc. Attn.: Legal Department 9301 West 55th Street LaGrange, IL 60525	Environmental Remediation and Indemnity Agreement	1/11/2005	3/2/2010
4	Electro-Motive Diesel, Inc.	Electro-Motive Diesel, Inc. Greenbriar Equity Group LLC Attn.: John Daileader 555 Theodore Fremd Avenue Suite A-201 Rye, NY 10580	Purchase and Sale Agreement	1/11/2005	3/2/2010
5	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571 Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542 Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Shareholders' Agreement	2/21/1984	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
6	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	<p>Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571</p> <p>Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542</p> <p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Vehicle Supply Agreement	2/21/1984	3/2/2010
7	New United Motor Manufacturing, Inc.	<p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Product Responsibility Agreement for PJJ	5/24/1994	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
8	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	<p>Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571</p> <p>Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542</p> <p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Memorandum of Understanding Regarding Manufacture of Light Trucks at NUMMI	4/24/1989	3/2/2010
9	New United Motor Manufacturing, Inc.	<p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Agreement on Manufacture of Toyota-Specific Vehicles	3/31/1986	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
10	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Product Responsibility Agreement for Toyota-Specific Vehicles	3/31/1986	3/2/2010
11	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Agreement for Dispatch of Technical Service Instructor	4/20/1993	3/2/2010
12	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Memorandum of Understanding Regarding Pricing and Production	3/22/2006	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
13	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Agreement for Allocation of NUMMI Production between GM and Toyota Motor Corporation	9/1/1986	3/2/2010
14	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	NUMMI Tooling Fee Memo of Understanding	11/2/1994	3/2/2010
15	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 11	7/1/2008	2/28/2010
16	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1203	8/1/1999	2/28/2010
17	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1218	6/1/1999	2/28/2010
18	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 1231	9/1/1999	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
19	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No.1234	12/1/1999	2/28/2010
20	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 12	4/1/2000	2/28/2010
21	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1317	4/1/2004	2/28/2010
22	First American Capital	Wells Fargo Equipment Finance Inc., C/O C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	Mobile Equipment Lease No.1537	11/1/1999	2/28/2010
23	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 1639	2/1/2000	2/28/2010
24	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 17	2/1/2006	2/28/2010
25	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 19	4/1/2000	2/28/2010
26	Remarketing Services Inc.	ICON Income Fund Attn: Craig Jackson 100 Fifth Ave, 4th Floor New York, NY 10011	Mobile Equipment Lease No. 1A	3/1/2001	2/28/2010
27	Remarketing Services Inc.	ICON Income Fund Attn: Craig Jackson 100 Fifth Ave, 4th Floor New York, NY 10011	Mobile Equipment Lease No. 1	4/1/2001	2/28/2010
28	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 22	5/1/2001	2/28/2010
29	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 24	7/1/2000	2/28/2010
30	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 28	7/1/2001	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
31	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 29	7/1/2001	2/28/2010
32	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 2	6/1/2002	2/28/2010
33	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 2	11/1/2001	2/28/2010
34	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 31	1/1/2002	2/28/2010
35	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 34	2/1/2005	2/28/2010
36	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 35	6/1/2002	2/28/2010
37	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 36	8/1/2002	2/28/2010
38	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 43	10/1/2002	2/28/2010
39	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 46	11/1/2002	2/28/2010
40	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 4	1/1/2002	2/28/2010
41	First American Capital	First American Capital C/O C4 Capital Corporation Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	Mobile Equipment Lease No. 5010	10/1/2003	2/28/2010
42	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 51	8/1/1998	2/28/2010
43	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 6	11/1/2003	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
44	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 7	12/1/1999	2/28/2010
45	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 7	12/1/1999	2/28/2010
46	First American Capital	IBJTC Business Credit Corp. Mizuho Corporate Bank (USA) - Whitehall Branch Attn: Thomas Babbino 1251 Avenue of the Americas 32nd Floor New York, NY 10020	Mobile Equipment Lease No. 922	12/1/1999	2/28/2010
47	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 943	12/1/1999	2/28/2010
48	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 9	12/1/1999	2/28/2010
49	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO147	12/1/1999	2/28/2010
50	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO172	12/1/1999	2/28/2010
51	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO38	12/1/1999	2/28/2010
52	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. SPO94	12/1/1999	2/28/2010

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	:
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

**ELEVENTH OMNIBUS ORDER PURSUANT TO 11 U.S.C. § 365
OF THE BANKRUPTCY CODE TO REJECT CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated February 12, 2010 (the “**Motion**”)¹, of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the rejection of the Executory Contracts listed on **Annex I** attached hereto and all related agreements, amendments and supplements thereto is hereby authorized and approved, effective as of the rejection dates (the “**Rejection Dates**”) set forth on **Annex I**; and it is further

ORDERED that the parties to the Executory Contracts shall have until **5:00 p.m. (Eastern Time)** on the date that is **thirty (30) days** after service of this Order to file a proof of claim with respect to any claim for damages arising from the rejection of the Executory Contracts; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2010
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I

Executory Contracts

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
1	Centerpoint Properties Corporation	Centerpoint Realty Services Corporation Attn.: Legal Department 401 N. Michigan Avenue, Suite 300 Chicago, IL 60611	Purchase and Sale Agreement	10/2/1997	3/2/2010
2	Centerpoint Realty Services Corporation	Centerpoint Realty Services Corporation Attn.: Legal Department 401 N. Michigan Avenue, Suite 300 Chicago, IL 60611	Purchase and Sale Agreement	10/2/1997	3/2/2010
3	Electro-Motive Diesel, Inc.	Electro-Motive Diesel, Inc. Attn.: Legal Department 9301 West 55th Street LaGrange, IL 60525	Environmental Remediation and Indemnity Agreement	1/11/2005	3/2/2010
4	Electro-Motive Diesel, Inc.	Electro-Motive Diesel, Inc. Greenbriar Equity Group LLC Attn.: John Daileader 555 Theodore Fremd Avenue Suite A-201 Rye, NY 10580	Purchase and Sale Agreement	1/11/2005	3/2/2010
5	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571 Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542 Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Shareholders' Agreement	2/21/1984	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
6	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	<p>Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571</p> <p>Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542</p> <p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Vehicle Supply Agreement	2/21/1984	3/2/2010
7	New United Motor Manufacturing, Inc.	<p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Product Responsibility Agreement for PJJ	5/24/1994	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
8	Toyota Motor Corporation & New United Motor Manufacturing, Inc.	<p>Katsumi Ikeda General Manager, International Legal Affairs Toyota Motor Corporation 1 Toyota-Cho, Toyota-Shi Aichi, Japan 471-8571</p> <p>Foley & Lardner LLP Counsel to Toyota Motor Corporation Attn.: Matthew Riopelle 402 West Broadway Suite 2100 San Diego, CA 92101-3542</p> <p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Memorandum of Understanding Regarding Manufacture of Light Trucks at NUMMI	4/24/1989	3/2/2010
9	New United Motor Manufacturing, Inc.	<p>Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104</p> <p>K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538</p>	Agreement on Manufacture of Toyota-Specific Vehicles	3/31/1986	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
10	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Product Responsibility Agreement for Toyota-Specific Vehicles	3/31/1986	3/2/2010
11	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Agreement for Dispatch of Technical Service Instructor	4/20/1993	3/2/2010
12	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Memorandum of Understanding Regarding Pricing and Production	3/22/2006	3/2/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
13	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	Agreement for Allocation of NUMMI Production between GM and Toyota Motor Corporation	9/1/1986	3/2/2010
14	New United Motor Manufacturing, Inc.	Schnader Harrison Segal & Lewis LLP Counsel to New United Motor Manufacturing, Inc. Attn.: George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 K. Kelley McKenzie General Counsel New United Motor Manufacturing, Inc. 45500 Fremont Blvd Fremont, CA 94538	NUMMI Tooling Fee Memo of Understanding	11/2/1994	3/2/2010
15	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 11	7/1/2008	2/28/2010
16	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1203	8/1/1999	2/28/2010
17	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1218	6/1/1999	2/28/2010
18	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 1231	9/1/1999	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
19	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No.1234	12/1/1999	2/28/2010
20	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 12	4/1/2000	2/28/2010
21	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. 1317	4/1/2004	2/28/2010
22	First American Capital	Wells Fargo Equipment Finance Inc., C/O C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	Mobile Equipment Lease No.1537	11/1/1999	2/28/2010
23	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 1639	2/1/2000	2/28/2010
24	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 17	2/1/2006	2/28/2010
25	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 19	4/1/2000	2/28/2010
26	Remarketing Services Inc.	ICON Income Fund Attn: Craig Jackson 100 Fifth Ave, 4th Floor New York, NY 10011	Mobile Equipment Lease No. 1A	3/1/2001	2/28/2010
27	Remarketing Services Inc.	ICON Income Fund Attn: Craig Jackson 100 Fifth Ave, 4th Floor New York, NY 10011	Mobile Equipment Lease No. 1	4/1/2001	2/28/2010
28	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 22	5/1/2001	2/28/2010
29	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 24	7/1/2000	2/28/2010
30	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 28	7/1/2001	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
31	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 29	7/1/2001	2/28/2010
32	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 2	6/1/2002	2/28/2010
33	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 2	11/1/2001	2/28/2010
34	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 31	1/1/2002	2/28/2010
35	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 34	2/1/2005	2/28/2010
36	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 35	6/1/2002	2/28/2010
37	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 36	8/1/2002	2/28/2010
38	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 43	10/1/2002	2/28/2010
39	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 46	11/1/2002	2/28/2010
40	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 4	1/1/2002	2/28/2010
41	First American Capital	First American Capital C/O C4 Capital Corporation Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	Mobile Equipment Lease No. 5010	10/1/2003	2/28/2010
42	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 51	8/1/1998	2/28/2010
43	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 6	11/1/2003	2/28/2010

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
44	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 7	12/1/1999	2/28/2010
45	Yale Financial	Zion Credit Corporation Attn: R. Peterson 37 W 100 South Salt Lake City, UT 84101	Mobile Equipment Lease No. 7	12/1/1999	2/28/2010
46	First American Capital	IBJTC Business Credit Corp. Mizuho Corporate Bank (USA) - Whitehall Branch Attn: Thomas Babbino 1251 Avenue of the Americas 32nd Floor New York, NY 10020	Mobile Equipment Lease No. 922	12/1/1999	2/28/2010
47	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. 943	12/1/1999	2/28/2010
48	Connell Equipment Leasing Company	Connell Equipment Leasing Attn: Gloria Sorkin 200 Connell Dr., 4th Floor Berkely Heights, NJ 07922	Mobile Equipment Lease No. 9	12/1/1999	2/28/2010
49	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO147	12/1/1999	2/28/2010
50	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO172	12/1/1999	2/28/2010
51	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	Mobile Equipment Lease No. SPO38	12/1/1999	2/28/2010
52	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease No. SPO94	12/1/1999	2/28/2010